

1 HONORABLE ROBERT J. BRYAN  
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10 UNITED STATES DISTRICT COURT  
11 WESTERN DISTRICT OF WASHINGTON AT TACOMA  
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14 STATE FARM FIRE AND CASUALTY  
15 COMPANY, as subrogee for Claudia  
16 Lambert,  
17  
18 Plaintiff,  
19  
20 VS.  
21

No. 3:23-cv-05525-RJB  
SECOND AMENDED COMPLAINT  
22

23 TECHTRONIC INDUSTRIES POWER  
24 EQUIPMENT, a South Carolina Company, ONE  
25 WORLD TECHNOLOGIES, INC., a Delaware  
26 corporation. TTI CONSUMER POWER TOOLS,  
14 INC., a Delaware corporation, TECHTRONIC  
15 INDUSTRIES NORTH AMERICA, INC., a  
16 Delaware corporation, RYOBI  
17 TECHNOLOGIES, INC., a Delaware  
18 corporation, THE HOME DEPOT, INC., a  
19 Georgia corporation, and HOME DEPOT U.S.A.,  
INC., a Georgia corporation,  
20  
21 Defendants.  
22

23 State Farm Fire and Casualty Company ("State Farm") as subrogee for Claudia  
24 Lambert ("Lambert"), alleges as follows:  
25  
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I. PARTIES, VENUE AND JURISDICTION

1.1 State Farm is an insurance company licensed to transact business in  
Washington State and conducts business in Washington State.

**SECOND AMENDED COMPLAINT**

1       1.2 At all times relevant to this complaint, State Farm insured property owned by  
2       Lambert at 3939 Beach Drive E, Port Orchard, Washington (the “Home”).  
3

4       1.3 TTI Outdoor Power Equipment, Inc. (“TTI”) is a corporation incorporated, and  
5       having its principal place of business, in South Carolina.  
6

7       1.4 Home Depot U.S.A., Inc. (“Home Depot”) is a Georgia corporation and  
8       operates Home Depot branded stores throughout the United States.  
9

10      1.5 At all times relevant to this complaint, the defendants introduced its products  
11     into the stream of commerce for sale to the citizens of Washington and obtained the  
12     benefit of the same and, thus, availed themselves to the laws of Washington State.  
13

14      1.6 The fire damage, which is the subject matter of this complaint, occurred at  
15     the Lambert residence in Kitsap County; therefore, venue is correct in this court, pursuant  
16     to RCW 4.12.020.  
17

18      1.7 Jurisdiction is proper in this court, pursuant to RCW 2.08.010 and RCW  
19     4.28.185.  
20

## II. FACTS

21      2.1 At all times relevant to this Complaint, State Farm issued an insurance policy  
22     to Lambert for the Home which covered damages in the event of fire damage or other  
23     casualty.  
24

25      2.2 On June 11, 2020, a fire occurred at the Home (“Fire”).  
26

27      2.3 The Fire was caused by an electric lawnmower’s battery (“Battery”) and its  
28     charger (“Charger”).  
29

30      2.4 The Battery and Charger were included in the sale of a lawnmower

**SECOND AMENDED COMPLAINT**

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**EVEZICH LAW OFFICES, P.L.L.C.**

22525 SE 64<sup>th</sup> Place, Suite 2300

Issaquah, WA 98027

Phone (206) 576-6900

1 ("Lawnmower").

2 2.5 The Lawnmower, Battery, and the Charger were manufactured by TTI.

3 2.6 Included in the sale of the Lawnmower, Battery and the Charger were  
4 warranties ("Warranty" or "Warranties") made by TTI.

5 2.7 Exhibit 1 to this Complaint is the Warranties given by TTI with regard to the  
6 Lawnmower, Battery and the Charger.

7 2.8 The Warranties made by TTI provided that the Lawnmower, Battery and  
8 Charger would be free from defects in materials and workmanship for five years.

9 2.9 The Lawnmower, Battery and Charger failed prior to the expiration of five  
10 years after purchase.

11 2.10 An Implied Warranty of Merchantability was also included in the Lawnmower,  
12 Battery and the Charger.

13 2.11 The Lawnmower, Battery and the Charger were purchased at a Home Depot  
14 store.

15 2.12 The Home Depot store was owned and operated by Home Depot.

16 2.13 Implied in Home Depot's sale of the Lawnmower, Battery and the Charger  
17 was an Implied Warranty of Merchantability.

18 2.14 The Lawnmower, Battery and Charger failed prior to the expiration of its  
19 presumptive safe life of twelve-years, as defined by RCW 7.70.060.

20 2.15 The Lawnmower, Battery and Charger failed due to no fault of Lambert's.

21 2.16 The Fire caused damage and destruction of the Home and its contents and  
22 displaced Lambert requiring additional living expenses.

2.17 State Farm paid Lambert for damages resulting from the Fire from the Battery, per the terms of its insurance policy with Lambert.

2.18 State Farm holds a subrogated interest in recovering the sums it paid Lambert.

### **III. FIRST CAUSE OF ACTION: PRODUCTS LIABILITY PURSUANT TO RCW 7.72 (TTI)**

3.1 TTI is a “manufacturer,” as that term is defined in RCW 7.72.010(2), as it designed, manufactured, fabricated and/or constructed the Lawnmower, Battery and the Charger.

3.2 The Lawnmower, Battery, and Charger are “products,” as that term is defined in the Washington Products Liability Act, RCW 7.72.010(3).

3.3   Lambert and State Farm are “claimants,” as that term is defined in the Washington Products Liability Act, RCW 7.72.010(4).

3.4 At the time the Lawnmower, Battery and Charger left the defendants' control, they were defective and not reasonably safe. These defects include, but are not limited to, the following conditions:

- a. They were not reasonably safe in its design;
  - b. The were defectively manufactured;
  - c. They were not reasonably safe because adequate warnings or instructions were not provided with it about the risk or likelihood of a leak; and,
  - d. They failed to conform to their Implied Warranty of merchantability,

pursuant to RCW 62A.

3.5 The defects in the Lawnmower, Battery and Charger's construction and/or design, the failure to give warnings and instructions regarding its defects, and their failure to comply with their implied warranty of merchantability were the proximate cause of the Fire and subject the defendants to liability, pursuant to RCW 7.72 et. seq.

3.6 As a result of the Defendants' conduct, State Farm has been damaged in an amount to be proven at trial.

#### **IV. SECOND CAUSE OF ACTION: BREACH OF WARRANTY (TTI)**

4.1 TTI gave an Express Warranty that the Lawnmower, Battery and Charger would be free of defects in material and workmanship for five years.

4.2 The Lawnmower, Battery and the Charger were defective and caused a fire prior to five years after they were purchased.

4.3 The Lawnmower, Battery and the Charger causing the fire breached TTI's Warranty.

4.4 TTI's breach of its Warranty was the foreseeable cause of State Farms' damages in an amount to be proven at trial.

## **V. THIRD CAUSE OF ACTION: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (Home Depot)**

5.1 Home Depot is a “merchant” with respect to the Battery and Charger, pursuant to RCW 62A.2-104(1).

5.2 Implied in the sale of the Lawnmower, Battery, and Chargers was an Implied Warranty of Merchantability pursuant to RCW 62A 2-314

5.3 RCW 62A.2-313(2)(a) provides that to be "merchantable," the Lawnmower, Battery, and Charger, must be "...fit for the ordinary purpose for which such goods are used."

5.4 The Lawnmower, Charger and Battery were not merchantable because they caused a fire and, thus, breached Home Depot's Implied Warranty of Merchantability.

5.5 Home Depot's breach of its Implied Warranty of Merchantability was the proximate cause of the Fire and, as a result, State Farm has been damaged in an amount to be proven at trial.

## **VI. REQUEST FOR RELIEF**

**State Farm requests the following relief:**

6.1 For judgment against the defendants, jointly and severally, in an amount to be proven at trial. Such damages include, but are not limited to, loss of real property, loss of use of the property, pre-judgment interest, and other damages.

## 6.2 For statutory costs and attorneys' fees.

### 6.3 An order amending the pleadings to the proof presented at trial.

6.4 For any other relief the court deems just.

Dated: November 3, 2023.

EVEZICH LAW OFFICES, P.L.L.C.

s/ Craig Evezich  
Craig Evezich, WSBA No. 20957  
Attorney for Plaintiff  
22525 SE 64<sup>th</sup> Place, Suite 2300  
Issaquah, WA 98027  
(206) 576-6900  
[craig@evezich.com](mailto:craig@evezich.com)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 3<sup>rd</sup> day of November, 2023, I caused to be served a true and correct copy of the foregoing "Second Amended Complaint" via USDC CM/ECF and via courtesy email to the following:

## ***For Defendants***

CORR CRONIN LLP

*Kelly H. Sheridan, WSBA No. 44746*

*Spencer McCandless, WSBA No. 60871*

[ksheridan@corrchronin.com](mailto:ksheridan@corrchronin.com)

[smccandless@correronin.com](mailto:smccandless@correronin.com)

Signed under penalty of perjury under the laws of the State of Washington this 3<sup>rd</sup> day of November, at Sammamish, Washington.

s/ Eva Lee  
Eva Lee, Legal Assistant  
Evezich Law Offices, P.L.L.C.  
[eva@evezich.com](mailto:eva@evezich.com)

# EXHIBIT 1

# WARRANTY

## LIMITED WARRANTY STATEMENT

TTI Outdoor Power Equipment, Inc. ("TTI"), warrants to the original retail purchaser that this RYOBI™ brand outdoor product is free from defect in material and workmanship and agrees to repair or replace, at TTI's, discretion, any defective product free of charge within these time periods from the date of purchase.

- Five years if the product is used for personal, family or household use;
- 90 days, if used for any other purpose, such as commercial or rental.

This warranty extends to the original retail purchaser only and commences on the date of the original retail purchase.

Any part of this product found in the reasonable judgment of TTI to be defective in material or workmanship will be repaired or replaced without charge for parts and labor by an authorized service center for RYOBI™ brand outdoor products (Authorized Ryobi Service Center).

The product, including any defective part, must be returned to an authorized Ryobi service center within the warranty period. The expense of delivering the product to the service center for warranty work and the expense of returning it back to the owner after repair or replacement will be paid by the owner. TTI's responsibility in respect to claims is limited to making the required repairs or replacements and no claim of breach of warranty shall be cause for cancellation or rescission of the contract of sale of any RYOBI™ brand outdoor product. Proof of purchase will be required by the dealer to substantiate any warranty claim. All warranty work must be performed by an authorized service dealer.

This warranty is limited to ninety (90) days from the date of original retail purchase for any RYOBI™ brand outdoor product that is used for rental or commercial purposes, or any other income-producing purpose.

This warranty does not cover any product that has been subject to misuse, neglect, negligence, or accident, or that has been operated in any way contrary to the operating instructions as specified in this operator's manual. This warranty does not apply to any damage to the product that is the result of improper maintenance or to any product that has been altered or modified. The warranty does not extend to repairs made necessary by normal wear or by the use of parts or accessories which are either incompatible with the RYOBI™ brand outdoor product or adversely affect its operation, performance, or durability. In addition, this warranty does not cover:

- A. Tune-ups – Spark Plugs, Carburetor, Carburetor Adjustments, Ignition, Filters
- B. Wear items – Bump Knobs, Outer Spools, Cutting Lines, Inner Reels, Starter Pulleys, Starter Ropes, Drive Belts, Tines, Felt Washers, Hitch Pins, Mulching Blades, Blower Fans, Blower and Vacuum Tubes, Vacuum Bag and Straps, Guide Bars, Saw Chains

TTI reserves the right to change or improve the design of any RYOBI™ brand outdoor product without assuming any obligation to modify any product previously manufactured.

**ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE STATED WARRANTY PERIOD. ACCORDINGLY, ANY SUCH IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE DISCLAIMED IN THEIR ENTIRETY AFTER THE EXPIRATION OF THE APPROPRIATE FIVE-YEAR OR NINETY-DAY WARRANTY PERIOD. TTI'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AND TTI DOES NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME FOR THEM ANY OTHER OBLIGATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TTI ASSUMES NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, EXPENSE OF RETURNING THE PRODUCT TO AN AUTHORIZED RYOBI SERVICE CENTER AND EXPENSE OF DELIVERING IT BACK TO THE OWNER, MECHANIC'S TRAVEL TIME, TELEPHONE OR TELEGRAM CHARGES, RENTAL OF A LIKE PRODUCT DURING THE TIME WARRANTY SERVICE IS BEING PERFORMED, TRAVEL, LOSS OR DAMAGE TO PERSONAL PROPERTY, LOSS OF REVENUE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, OR INCONVENIENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies to all RYOBI™ brand outdoor products manufactured by or for TTI and sold in the United States and Canada.

To locate your nearest Authorized Ryobi Service Center, dial 1-800-525-2579.

# GARANTIE

## ÉNONCÉ DE LA GARANTIE LIMITÉE

TTI Outdoor Power Equipment, Inc. (« TTI »), garantit à l'acheteur original que ce produit RYOBI™ est exempt de tous vices de matériaux ou de fabrication et s'engage à réparer ou remplacer gratuitement, à son choix, tout produit s'avérant défectueux au cours des périodes indiquées ci-dessous, à compter de la date d'achat.

- Cinq ans sur les produits utilisés par des particuliers ;
- 90 jours sur les produits utilisés à toutes autres fins, telles que les travaux commerciaux et la location.

Cette garantie n'est offerte qu'à l'acheteur original et entre en vigueur à la date de l'achat original.

Toute pièce de ce produit jugée, après évaluation raisonnable par TTI, comme présentant des vices de matériaux ou de fabrication, sera réparée ou remplacée, sans facturation pour pièces ou main d'oeuvre par un centre de réparations agréé pour produits d'extérieur de marque RYOBI™ (centre de réparations Ryobi agréé).

Le produit, y compris toutes les pièces défectueuses devront être retournés à un centre de réparations Ryobi agréé, avant expiration de la période de garantie. Les frais d'expédition au centre de réparations pour les travaux sous garantie et de retour au propriétaire du produit seront assumés par le propriétaire. En ce qui concerne les réclamations en garantie, la responsabilité TTI se limitera à la réparation ou au remplacement des produits défectueux et aucune revendication de rupture de garantie ne pourra causer l'annulation ou la résiliation du contrat de vente d'un produit d'extérieur RYOBI™ quel qu'il soit. Une preuve d'achat sera exigée par le centre de réparation, afin de valider toute réclamation au titre de la garantie. Toutes les réparations sous garantie devront être effectuées par un centre de réparations agréé.

La garantie sur tout produit d'extérieur RYOBI™ utilisé pour la location, des travaux commerciaux ou tout autre usage lucratif, sera limitée à quatre-vingt-dix (90) jours, à compter de la date d'achat au détail original.

Cette garantie ne couvre pas les produits ayant fait l'objet d'un usage abusif ou négligent, d'un manque d'entretien, ayant été impliqués dans un accident ou employé de façon contraire aux instructions du manuel d'utilisation. Cette garantie ne couvre ni les dommages aux produits résultant d'un manque d'entretien, ni les produits qui ont été altérés ou modifiés. La garantie exclut les réparations rendues nécessaires par l'usure normale ou l'utilisation de pièces et accessoires incompatibles avec le produit d'extérieur RYOBI™ ou nuisibles à son bon fonctionnement, ses performances ou sa durabilité. En outre, cette garantie exclut :

- A. Les réglages – Bougies, carburateur, réglages du carburateur, allumage, filtres

- B. Les articles consommables – Boutons d'avance par choc, bobines externes, lignes de coupe, bobines internes, poulies et cordons de lanceur, courroies d' entraînement, dents, rondelles en feutre, axes d'attelage, lames de paillage, ventilateur de soufflante, tubes de soufflage et d'aspiration, sacs à débris, guides, chaînes de scie

TTI se réserve le droit d'apporter des modifications ou améliorations à tout produit extérieur RYOBI™, sans obligation de modifier les produits fabriqués antérieurement.

LA DURÉE DE TOUTES LES GARANTIES IMPLICITES NE SAURAIT EN AUCUN CAS EXCÉDER LA PÉRIODE DE GARANTIE DÉCLARÉE. PAR CONSÉQUENT, TOUTES LES GARANTIES IMPLICITES, Y COMPRIS LES GARANTIES DE VALEUR MARCHANDE OU D'ADÉQUATION À UN USAGE PARTICULIER OU AUTRES SERONT INVALIDÉES À L'EXPIRATION DE LA PÉRIODE DE GARANTIE APPROPRIÉE DE CINQ ANS OU QUATRE-VINGT-DIX JOURS. LES OBLIGATIONS DE TTI DANS LE CADRE DE CETTE GARANTIE SE LIMITENT EXCLUSIVEMENT À LA RÉPARATION OU AU REMplacement DES PIÈCES DÉFECTUEUSES ET TTI N'ASSUME OU N'AUTORISE QUICONQUE À ASSUMER QUELQUE AUTRE OBLIGATION QUE CE SOIT. CERTAINS ÉTATS ET PROVINCES NE PERMETTANT PAS DE LIMITATION DE DURÉE DES GARANTIES IMPLICITES, LES RESTRICTIONS CI-DESSOUS PEUVENT NE PAS ÊTRE APPLICABLES. TTI DÉCLINE TOUTE RESPONSABILITÉ EN CE QUI CONCERNE LES DOMMAGES DIRECTS, INDIRECTS OU AUTRES, Y COMPRIS, MAIS SANS S'Y LIMITER, LES FRAIS DE RETOUR DE PRODUITS À UN CENTRE DE RÉPARATION RYOBI AGRÉÉ ET DE RENVOI AU PROPRIÉTAIRE, DE DÉPLACEMENT D'UN TECHNICIEN, DE TÉLÉPHONE OU TÉLÉGRAMME, DE LOCATION D'UN PRODUIT SIMILAIRE PENDANT LA DURÉE DES RÉPARATIONS SOUS GARANTIE, DE DÉPLACEMENT, DE PERTES OU DOMMAGES À DES BIENS PERSONNELS, DE MANQUE À GAGNER, DE PERTE D'USAGE DU PRODUIT, DE PERTE DE TEMPS OU DE DÉRANGEMENT. CERTAINS ÉTATS ET PROVINCES NE PERMETTANT L'EXCLUSION OU LA LIMITATION DES DOMMAGES DIRECTS OU INDIRECTS, LES RESTRICTIONS CI-DESSOUS PEUVENT NE PAS ÊTRE APPLICABLES.

Cette garantie donne au consommateur des droits spécifiques, et celui-ci peut bénéficier d'autres droits, qui varient selon les états ou provinces.

Cette garantie couvre tous les produits d'extérieur RYOBI™ fabriqués par TTI vendus aux États-Unis et au Canada.

Pour obtenir l'adresse du centre de réparations Ryobi agréé le plus proche, appeler le 1-800-525-2579.

# GARANTÍA

## DECLARACIÓN DE LA GARANTÍA LIMITADA

TTI Outdoor Power Equipment, Inc. ("TTI"), garantiza al comprador original al menudeo que este producto de la marca RYOBI™ carece de defectos en los materiales y en la mano de obra, y acuerda reparar o remplazar, a la sola discreción de TTI cualquier producto defectuoso, sin cargo alguno al comprador, dentro de los siguientes períodos de tiempo a partir de la fecha de compra.

- Cinco años si los productos se emplean para uso personal, familiar o casero;
- 90 días si el producto se emplea para cualquier otro propósito, como el uso comercial o el de alquiler.

Esta garantía se otorga solamente al comprador original al menudeo, y comienza en la fecha de la compra original al menudeo.

Cualquier parte de este producto TTI que, a juicio razonable de la compañía, tenga defectos en los materiales o en la mano de obra, será reparado o reemplazado por un centro de servicio autorizado de herramientas para uso en el exterior de la marca RYOBI™, sin cargo alguno al comprador por concepto de piezas y mano de obra (Centro de Servicio Autorizado Ryobi).

El producto, incluida toda pieza defectuosa, debe enviarse a un centro de servicio autorizado Ryobi dentro del período de la garantía. El gasto de enviar el producto al centro de servicio para cualquier trabajo cubierto por la garantía, así como el gasto de devolverlo al propietario después de la reparación, correrán por cuenta del propietario. La responsabilidad de TTI con respecto a todo reclamo se limita a las reparaciones o remplazo del producto, y ningún reclamo de incumplimiento de la garantía será causante de la cancelación o rescisión del contrato de venta de ninguna herramienta de uso en el exterior de la marca RYOBI™. En el establecimiento se requerirá el recibo de compra para respaldar cualquier reclamo al amparo de la garantía. Todo trabajo cubierto en la garantía debe ser realizado por un concesionario de servicio autorizado.

Esta garantía se limita a noventa (90) días a partir de la fecha original de la compra de cualquier herramienta de uso en el exterior de la marca RYOBI™ empleada para propósitos comerciales o de alquiler, o cualquier otro propósito generador de ingresos.

Esta garantía no cubre ningún producto que haya sido sujeto a un uso indebido, maltrato, negligencia o accidente, o que haya sido utilizado de cualquier forma contraria a las instrucciones de manejo especificadas en el manual del operador del producto. Esta garantía no aplica a ningún daño en el producto que resulte de un mantenimiento indebido ni a ningún producto que haya sido alterado o modificado. La garantía no cubre ninguna reparación necesaria por el uso normal ni por el uso de piezas o accesorios que sean incompatibles con la herramienta para uso exterior de la marca RYOBI™, o afecten de forma desfavorable su funcionamiento, desempeño o durabilidad. Además, esta garantía no cubre:

A. Afinación – Bujías, carburador, ajustes del carburador, encendido, filtros

B. Artículos sujetos a desgaste – Perillas de tope, carretes exteriores, hilos de corte, carretes interiores, poleas del arrancador, cuerdas del arrancador, correas de transmisión, aspas, arandelas de fieltro y pasadores de enganche, hojas de triturar, ventiladores de sopladoras, tubos de sopladoras y de aspiradoras, sacos y correas de aspiradoras, barras guía y cadenas de sierras

TTI se reserva el derecho a cambiar o mejorar el diseño de cualquier herramienta para uso en el exterior de la marca RYOBI™ sin asumir ninguna obligación de modificar ningún producto fabricado previamente.

TODAS LAS GARANTÍAS IMPLÍCITAS ESTÁN LIMITADAS EN DURACIÓN SEGÚN EL PERÍODO DE GARANTÍA DECLARADA. POR CONSIGUIENTE, CUALQUIER GARANTÍA IMPLÍCITA, INCLUSO LAS DE COMERCIABILIDAD, IDONEIDAD PARA UN PROPÓSITO EN PARTICULAR, O DE CUALQUIER TIPO, PIERDEN TOTALMENTE SU VALIDEZ DESPUÉS DEL VENCIMIENTO DEL PERÍODO DE GARANTÍA CORRESPONDIENTE DE CINCO AÑOS O NOVENTA DÍAS. DE CONFORMIDAD CON ESTA GARANTÍA, LA OBLIGACIÓN DE TTI SE LIMITA ESTRICTA Y EXCLUSIVAMENTE A LA REPARACIÓN O REMPLAZO DE LAS PIEZAS DEFECTUOSAS, Y TTI NO ASUME NINGUNA OTRA OBLIGACIÓN, NI AUTORIZA A NADIE ASUMIRLA A NOMBRE DE DICHA COMPAÑÍA. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES EN CUANTO A LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA, POR LO CUAL ES POSIBLE QUE LA LIMITACIÓN ANTERIOR NO SE APLIQUE EN EL CASO DE USTED. TTI NO ASUME NINGUNA RESPONSABILIDAD POR DAÑOS DIRECTOS, INDIRECTOS O DE NINGÚN OTRO TIPO, COMO EL GASTO DE ENVIAR EL PRODUCTO A UN CENTRO DE SERVICIO AUTORIZADO RYOBI Y EL GASTO DE ENViarLO DE ALLÍ AL PROPIETARIO, EL TIEMPO DE VIAJE DEL MECÁNICO, CARGOS TELEFÓNICOS O TELEGRÁFICOS, ALQUILER DE UN PRODUCTO SUSTITUTO DURANTE EL TIEMPO DE REALIZACIÓN DEL SERVICIO DE LA GARANTÍA, VIAJES, PÉRDIDA O DAÑOS A OBJETOS DE PROPIEDAD PERSONAL, PÉRDIDA DE INGRESOS, PÉRDIDA DEL USO DEL PRODUCTO, PÉRDIDA DE TIEMPO O INCONVENIENTES. EN ALGUNOS ESTADOS NO SE PERMITE LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS DIRECTOS O INDIRECTOS, POR LO CUAL ES POSIBLE QUE LA LIMITACIÓN O EXCLUSIÓN DESCrita ARRIBA NO SE APLIQUE EN SU CASO.

Esta garantía le confiere derechos legales específicos, y es posible que usted goce de otros derechos, los cuales pueden variar de estado a estado.

Esta garantía se aplica a todas las herramientas para uso en el exterior de la marca RYOBI™ fabricadas por TTI y vendidos en Estados Unidos y Canadá.

Para encontrar el centro de servicio autorizado Ryobi más cercano a usted, llame al 1-800-525-2579.